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Attorneys for Plaintiff
JAGDEEP S. BIDWAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JAGDEEP S. BIDWAL,

Plaintiff,

vs.

UNIFUND CCR PARTNERS, *et al.*,

Defendants.

Case No. 17-CV-02699-LB

**DECLARATION OF BRANDON A.
BLOCK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEY'S FEES AND COSTS**

I, Brandon A. Block, declare as follows:

1. I am the founder and principal of Law Offices of Brandon A. Block, APC. My firm is co-counsel for plaintiff Jagdeep Bidwal in this action. I have personal knowledge of the facts set forth in this declaration. If called as a witness, I could and would testify competently as to the facts set forth herein. All of the

exhibits identified herein have been maintained by Law Offices of Brandon A. Block, APC in the ordinary course of its business.

Background and Experience

1. I graduated from the University of Colorado in 1994, with a B.A. in History and a minor in English. I obtained my J.D. from the University of Florida in 1999. During law school, I was chosen as the Law Clerk for the 8th Judicial Circuit Law Clerk Program and received a “Book Award” for finishing first in my class in Family Law. I also served as Executive Articles Editor for *The Florida Journal of International Law*. I was admitted to the Florida Bar in 1999, and the California Bar in 2001. I have been practicing law continually in California since 2001.

2. Prior to forming my own firm, I worked in the Litigation Departments of Stroock & Stroock & Lavan LLP (Summer Associate, 1998; 1999–2003), and Buchalter Nemer (2003–2007). Both firms are considered leaders in defending financial institutions and lenders in complex consumer protection matters. While at Stroock and Buchalter, I was actively involved in defending banks, lenders and finance companies in dozens of individual, class and private attorney general actions brought under various state consumer protection laws, including California Business & Professions § 17200, the Rees-Levering Automobile Finance Act, the Rosenthal Fair Debt Collection Practices Act and the Vehicle Leasing Act, and numerous federal consumer protection laws, including the Truth-in-Lending Act, the Fair Debt Collection Practices Act, the Real Estate Settlement Practices Act and the Equal Credit Opportunity Act.

3. I started my own law firm in 2007, specializing in consumer protection litigation. My firm has served and continues to serve as plaintiffs’ counsel in many individual and class actions and proceedings in courts and arbitration tribunals throughout California asserting violations of consumer protection laws, including state and federal fair debt collection laws. Some of the key cases in which my firm has served as counsel are:

1 • Miranda v. Simple Case Loans, Inc. (Los Angeles County Superior
2 Court (Complex Division) Case No. BC580634, the Honorable Ann I. Jones), a FLL
3 and Commercial Code post-repossession notice class action. The settlement in
4 Miranda involved a waiver of 100% of the alleged deficiency balances
5 (approximately \$800,000), restitution of 85% of the amounts class members paid the
6 defendant on deficiency balances, and clearing of any credit reporting of the affected
7 accounts.

8 • Rymer v. PRA Receivables Management, LLC (Los Angeles County
9 Superior Court (Complex Division) Case No. BC571945, the Honorable Lisa Hart
10 Cole), a FLL post-repossession notice class action. The settlement in Rymer involves
11 a waiver of 100% of the alleged deficiency balances (approximately \$800,000), and
12 an agreement by the defendant to never seek collection on the deficiency balances or
13 report any of the affected accounts to credit reporting agencies.

14 • Rodriguez v. Pan American Bank (Los Angeles County Superior
15 Court (Complex Division) Case No. BC512614, the Honorable Elihu M. Berle), a
16 Rees-Levering Act and Commercial Code post-repossession notice class action. The
17 settlement in Rodriguez involved a waiver of 100% of the alleged deficiency
18 balances (approximately \$900,000), restitution of 100% of the amounts class
19 members paid the defendant on deficiency balances, and clearing of any credit
20 reporting of the affected accounts.

21 • Platter v. Trading Financial Credit, LLC (Los Angeles County
22 Superior Court (Complex Division) Case No. BC519671, the Honorable Elihu M.
23 Berle), a FLL and Commercial Code post-repossession notice class action. The
24 settlement in Platter involved a waiver of 100% of the alleged deficiency balances
25 (approximately \$1 Million), restitution of 100% of the amounts class members paid
26 the defendant on deficiency balances, and clearing of any credit reporting of the
27 affected accounts.

• Vitrano v. Santander Consumer USA, Inc. (United States District Court for the Central District of California Case No. 2:13-cv-02492-AB-MRW, the Honorable André Birotte Jr.), a Rees-Levering Act post-repossession notice class action. The settlement in that case involved a waiver of 100% of the alleged deficiency balances (approximately \$200 Million), restitution of 60% of the amounts class members paid the defendant on deficiency balances, and clearing of any credit reporting of the affected accounts.

• Parham v. DT Credit Corporation (Los Angeles Superior Court Case No. BC419499, the Honorable Mel “Red” Recana), a Rees-Levering Act post-repossession notice class action. The settlement in Parham involved a waiver of 100% of the alleged deficiency balances (approximately \$90 Million), restitution of hundreds of thousands of dollars to class members who paid the defendant on deficiency balances, and clearing of any credit reporting of the affected accounts.

• Harding, et al. v. A-L Financial Corporation (Los Angeles Superior Court (Complex Division) Case No. BC429557, the Honorable Jane L. Johnson), a Rees-Levering Act class action addressing the defendant’s failure to comply with the Act’s provisions regarding deferred installment payments. After plaintiffs prevailed on class certification and obtained summary judgment, the case settled for a payment by the defendant to the class of over \$250,000 in restitution.

• Godfrey v. Hyundai Motor Finance Company (Los Angeles Superior Court Case No. BC373078, the Honorable Maureen Duffy Lewis), a Rosenthal Fair Debt Collection action on behalf of several persons subjected to severe debt collector harassment, including police impersonation. The case settled for payment of \$100,000 to the four named plaintiffs, and stopped an illegal business operation that threatened to harm scores of consumers.

4. My dedication to consumer law and efforts on behalf of the general public have been recognized by the California legal community. Among other

1 accolades, I have been named a Rising Star by SuperLawyers in the area of consumer
2 protection law.

3 5. Additionally, I am actively involved in organizations seeking to promote
4 the interests of consumers through public interest litigation, including the National
5 Association of Consumer Advocates, a non-profit corporation comprised of private
6 and public sector attorneys, legal services attorneys, law professors and students,
7 whose primary practice or interests involve the protection and representation of
8 consumers. The primary goals of NACA are to promote justice for all consumers by
9 maintaining a forum for information sharing among consumer advocates across the
10 country, and to serve as a voice for its members as well as consumers in the endeavor
11 to curb unfair and abusive business practices.

12 **Counsel's Requested Attorney's Fees and Costs Award**

13 6. My law firm agreed to represent Mr. Bidwal on a pure contingent fee,
14 and agreed not to be paid unless he prevailed in this case. During the pendency of my
15 firm's active involvement in this case, I was forced to turn down other potential
16 matters which I would have liked to accept, due to my existing and potential
17 commitments in this matter.

18 7. Attached hereto as Exhibit 1 is a copy of my firm's invoice for this
19 matter, which shows my time spent on this case by date, activity and amount of time.
20 The report is kept in the ordinary course of business and accurately reflects the time
21 spent on this case, less reductions made in the exercise of billing judgment. The
22 report reflects my 2018 hourly billing rate of \$550. With the reasonable addition of
23 one-half of hour of my time to attend to any issues related to this motion, I have
24 spent 7.8 hours on this case, equating to a total lodestar of \$4,290.00 in fees.

25 8. I am familiar with the hourly rates charged by lawyers and law firms in
26 the Los Angeles and San Francisco areas for non-contingent civil litigation of
27 comparable complexity. I gained such familiarity by, among other things, personally
28 inquiring of billing rates for other attorneys who are my contemporaries. I know that

1 my contemporaries at my former law firms, Buchalter and Stroock, bill at rates in
2 excess of my requested rate for non-contingent fee matters.

3 9. My hourly rates have been approved by the courts over the years:

4 • In Miranda v. Simple Cash Loans, Inc., Judge Jones of the L.A.
5 Superior Court Complex Division approved my 2016 hourly rate of \$525 as
6 reasonable and representative of the prevailing rate for private attorneys in the Los
7 Angeles community conducting non-contingent litigation of the same type.

8 • In Rymer v. PRA Receivables Management, LLC, Judge Cole of the
9 L.A. Superior Court Complex Division approved my 2016 hourly rate of \$525 as
10 reasonable and representative of the prevailing rate for private attorneys in the Los
11 Angeles community conducting non-contingent litigation of the same type.

12 • In Archer v. Los Angeles Federal Credit Union, Judge Johnson of the
13 L.A. Superior Court Complex Division approved my 2014 and 2015 hourly rates of
14 \$490 and \$510, respectively, as reasonable and representative of the prevailing rate
15 for private attorneys in the community conducting non-contingent litigation of the
16 same type.

17 • In Vitrano v. Santander Consumer USA, United States District Court
18 Judge Birotte approved my 2013 and 2014 hourly rates of \$465 and \$490,
19 respectively.

20 • In Rodriguez v. Pan American Bank, Judge Berle of the L.A.
21 Superior Court Complex Division approved my 2013 and 2014 hourly rates of \$465
22 and \$490, respectively, as reasonable and representative of the prevailing rate for
23 private attorneys in the community conducting non-contingent litigation of the same
24 type.

25 • In Platter v. Trading Financial. Judge Berle approved my 2013 and
26 2014 hourly rates of \$465 and \$490, respectively, as reasonable and representative of
27 the prevailing rate for private attorneys in the community conducting non-contingent
28 litigation of the same type.

1 • In Travis v. Consumer Portfolio Services, Inc. (Sacramento Superior
2 Court Case No. Case No. 34-2012-00131362, the Honorable David Brown), after a
3 contested fee application in an individual action brought to address defendant's debt
4 collection harassment of plaintiff, Judge Brown approved my 2012 and 2013 hourly
5 rates of \$425 and \$465, respectively, as reasonable and representative of the
6 prevailing rate for private attorneys in the Los Angeles community conducting non-
7 contingent litigation of the same type.

8 • In Harding, et al. v. A-L Financial Corporation, Judge Johnson
9 approved my 2012 hourly rate of \$425 as reasonable and representative of the
10 prevailing rate for private attorneys in the community conducting non-contingent
11 litigation of the same type.

12 • In Parham v. DT Credit Corporation, Judge Recana approved my
13 2009 hourly rate of \$375 as "more than reasonable," and Judge Recana approved a
14 total fee award of \$375,000 to class counsel, using a 3.7 multiplier.

15 • In Godfrey v. Hyundai Motor Finance Company, after a contested
16 fee application, Judge Duffy-Lewis found my hourly rate at the time of \$375 was
17 reasonable and representative of the prevailing rate for private attorneys in the
18 community conducting non-contingent litigation of the same type. Judge Duffy-
19 Lewis multiplied my base lodestar by 1.5 times, for an effective rate of \$562.50 per
20 hour, and approved a total fees and costs award in excess of \$200,000.

21 I declare under penalty of perjury under the laws of the United States of
22 America that the foregoing is true and correct. Executed on January 27, 2019 at
23 Beverly Hills, California.

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25 
26 _____
27 Brandon A. Block
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